



SOLICITATION NOTICE

12/16/19

Prospective Contractors:

The State of Tennessee is issuing a solicitation to provide STATEWIDE PVEMENT DATA COLLECTION to the State. Please note the following solicitation highlights:

SOLICITATION ID #	40100-08020
Scope of Goods or Service	The Contractor shall provide annual pavement data collection on and along interstates, state routes, non-state NHS routes, ramps, and state park routes throughout Tennessee.
Procuring State Agency	Department of Transportation
Response Deadline	January 8, 2020
Contact Information	Jennifer Garrison <u>Jennifer.B.Garrison@tn.gov</u> 615-532-2440

This solicitation is unique in that it has been identified by the Department of Finance and Administration, Strategic Technology Solutions as containing information that is confidential under Tenn. Code Ann. § 10-7-504(i). Therefore, a non-disclosure agreement (“NDA”) must be signed before the solicitation details may be disclosed by the State. The Contractor acknowledges that all materials, records, notes, logs, diagrams, drawings and any other information or records, regardless of form, medium or method of communication, shall become the property of the State upon submission of a response to a solicitation.

If you are interested in responding to this solicitation, please complete the attached NDA and return it to the solicitation coordinator. The above solicitation includes a document on “How to Register to do Business with the State of Tennessee.” Please note that it can take approximately 10-14 days to become registered. We appreciate your interest in doing business with the State of Tennessee and hope that you will consider responding to this solicitation.

THE STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
AND
CONTRACTOR NAME
NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement for Statewide Pavement Data Collection – RFP# 40100-08020 (hereinafter referred to as the "Agreement") made effective this ___ day of ____, 20__, by and between the State of Tennessee, DEPARTMENT OF TRANSPORTATION ("State") and **CONTRACTOR LEGAL ENTITY NAME** (Contractor having its principal place of business at **CONTRACTOR'S ADDRESS ("Contractor")**). The parties ("Parties") to this Agreement agree as follows:

1. Materials, records, notes, logs, diagrams, drawings and any other information or records, regardless of form, medium or method of communication, provided to the Contractor by the State, provided by the Contractor to the State, or acquired by the Contractor on behalf of the State, shall be regarded as Confidential State Data. Confidential State Data shall include, but shall not be limited to:

- (i) electronic information processing systems, telecommunications systems, or other communications systems of the State (collectively, "Government Property"),
- (ii) plans, security codes, passwords, combinations, or computer programs used to protect electronic information and Government Property;
- (iii) information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity;
- (iv) information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or Government Property; and
- (v) the identity of another contractor providing goods and services to the State that are used to protect electronic information processing systems, telecommunication and other communication systems, data storage systems, government employee information, or information related any person or entity.

2. The Contractor shall safeguard and hold in strict confidence all Confidential State Data and shall not disclose the Confidential State Data to third parties without the written consent of the State. The Contractor shall further restrict disclosure of Confidential State Data to only those employees who have a need to know and who have executed a nondisclosure agreement to protect the Confidential State Data with terms equivalent to this Agreement.

3. Nothing in this Agreement shall permit the Contractor to disclose any Confidential State Data, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential State Data shall not be disclosed except as required under state or federal law. To the fullest extent allowable under applicable law or regulation, the Contractor shall promptly notify and provide to the State a reasonable opportunity to oppose any disclosure

required under state or federal law.

4. The Contractor acknowledges that Confidential State Data delivered by the State to the Contractor shall be for the purpose of exploration of business opportunities involving the State and the Contractor. No other use of the Confidential State Data is granted without the written consent of the State. In the event the State gives its approval for the Contractor to disclose Confidential State Data to a third party, the Contractor shall ensure that all such disclosures are marked with appropriate legends, the receiving third party enters into a non-disclosure agreement to protect Confidential State Data with terms equivalent to this Agreement, and any other conditions reasonably required by the State in order to preserve the confidential nature of the information and the State's rights therein.

5. This Agreement is made effective as of the date set forth above and may thereafter be terminated by either party upon the giving of thirty (30) days written notice to the other party of its intention to terminate. Upon termination of this Agreement, the Contractor shall promptly return to the State all Confidential State Data. All obligations set forth under this Agreement shall survive the termination of this Agreement. Upon termination of this Agreement, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology Special Publication 800-88.

6. This Agreement shall not be construed as a teaming, joint venture or other such arrangement; rather, the parties hereto expressly agree that this Agreement is for the purpose of protecting Confidential State Data only.

7. If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Agreement shall not be affected and shall remain in full force and effect. The terms and conditions of this Agreement are severable.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Agreement. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Agreement shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

9. Nothing in this Agreement shall be construed to convey to Contractor any right, title or interest or copyright in the Confidential State Data, or any license to use, sell, exploit, copy or further develop the Confidential State Data.

10. This Agreement is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Agreement may only be modified by a written amendment signed by all Parties and approved by all applicable State officials.

IN WITNESS WHEREOF, this Confidentiality Agreement has been executed by the parties hereto as of the date first set forth above.

INSERT CONTRACTOR NAME

By: _____
Name: _____
Title: _____
Date: _____